

## **BELGICKA APARTMENTS (BA) HOUSE RULES: TERMS AND CONDITIONS**

**PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS AND ASK ANY QUESTIONS IN CASE OF ANYTHING BEING UNCLEAR BEFORE REGISTERING WITH THE LESSEE'S HOUSING COMMUNITY. PARTICIPATION IN THE LESSEE'S HOUSING COMMUNITY (such as renting a room/property under its management, etc.) INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS WITHOUT ANY RESERVATION.**

**IF SUBLESSEE DOES NOT ACCEPT THESE TERMS AND CONDITIONS, THEN SHALL NOT REGISTER FOR, RENT OR PARTICIPATE IN THE LESSEE'S/BELGICKA APARTMENTS COMMUNITY ACTIVITIES.**

### **I. Introductory Provisions**

1. These House Rules regulate the housing conditions in BA and their provisions apply to all tenants, visitors and other persons staying on the premises of BA.
2. The Sublessee/Tenant means a person who concluded a Sublease Agreement with the Lessee.
3. Housing in BA, its rules and related legal relations are regulated by these House Rules, the Sublease Agreement concluded between the Lessee and the Sublessee, and the Civil Code No 89/2012 Coll.

### **II. Internal & Visiting Rules of BA**

1. The tenant shall behave so as not to bother neighbors with excessive noise or otherwise. The night-time peace is set for the period from 10:00 pm to 8:00 am and all tenants are required to observe it. At this time, it is especially prohibited to play musical instruments, to sing, to talk loudly and to conduct any activity generating noise.
2. Upon request, each visitor is required to present an ID card and sign in the guestbook at the entrance to BA. Visitors may stay in BA only in the presence of the visited tenant. It is not allowed to receive visitors at the multi-bed rooms against the will of a roommate.
3. The Tenant is responsible for check-in of the visit, its signing in the guestbook and for his/her behavior in compliance with the Housing Rules during the entire period of the visit in BA. Breach of the Housing Rules by the visitor is deemed to be breach of the Tenant. The Tenant is also responsible for any caused damages.
4. Accommodation of persons, who are not registered as tenants in BA, is not allowed. In case of presence of the visit in BA during the time period from 00:00 to 6:00 a.m., the Lessee has the right to require from the visited tenant or from the visit a payment according to the price list for each individual case, i.e. the payment for one day of accommodation.
5. These House Rules apply adequately to other persons accommodated in BA, e.g. within the available bed capacity, and to their visitors.
6. Receiving of personal mail is possible at the following address: Belgicka Apartments, name and surname of the tenant, No of the apartment/No of the room, Belgická 24-26, 120 00 Prague 2.

### **III. Terms of Payments for Housing & Related Services**

1. Price for the rent and related services, including the fee for the mandatory cleaning (hereinafter “the cleaning fee”) shall be paid monthly and the amounts are set in the relevant Sublease Agreement or the valid price list.

2. Price for the rent and related services, including the cleaning fee, is payable by 1<sup>st</sup> working day of the month, for which they are paid. Price for the rent and related services, including the cleaning fee, may be paid by the following means:

2.1. **By wire transfer to the CZK bank account** of the Lessee at UniCredit Bank Czech Republic and Slovakia a.s. No 2111585864/2700 (in CZK), variable symbol: student ID number and/or name of the tenant;

2.2 **By deposit to the CZK bank account** of the Lessee at UniCredit Bank Czech Republic and Slovakia a.s. 2111585864/2700), variable symbol: Name of the tenant and/or student ID number.

3. For a binding booking of the place at the room/of the room in BA the applicants are required to pay a deposit in the amount of 13.000 CZK and by the means stated by the Lessee. Payment of the deposit is a precondition for conclusion of a Sublease Agreement. Conditions for use of the deposit by the Lessee, for its return to the Tenant and obligation of the Tenant to replenish the deposit to the original amount are set out in the Sublease Agreement.

#### **IV. Rights & Obligations of the Accommodation Provider**

1. The Lessee has the right to:

- 1.1. Terminate the Sublease Agreement subject to the conditions set out herein and in the Sublease Agreement.
- 1.2. Claim damages subject to the conditions set out herein, in the List of penalties and damages, and in the Sublease.
- 1.3. Enter the apartments/rooms according to article V. hereof.
- 1.4. Change the room and apartment of the tenant within BA at any time, for any reason, and based on its unilateral decision. The Tenant shall be informed about such change at least 3 days in advance.
- 1.5. Restrict access of the Tenant to his/her room/apartment by replacing locks in case the Tenant does not duly and timely move from the premises according to the article X. section 3 hereof.
- 1.6. In case of breach of article X. section 3 hereof by the Tenant, to move out the belongings of the Tenant and further proceed pursuant to article X. section 3 hereof.

2. The Lessee has a duty to:

- 2.1. Ensure the proper operation of BA and provide the Tenant with services related to the housing, in particular electricity, heat, water and internet connection.
- 2.2. Handover to the Tenant the premises assigned to his/her housing in the condition suitable for proper use and to ensure an undisturbed exercise of rights related to the housing by the Tenant. A handover protocol shall be signed during handing- and taking over of the premises

with recording of the state, in which the room/apartment is at the time of the handover to the Tenant.

- 2.3. Post a valid version of the House Rules, the List of Penalties and Damages and other binding instructions and guidelines important for operation of BA on its website/notice boards at BA/Apartments.
- 2.4. Ensure cleaning and cleanliness in the common premises of BA.
- 2.5. Ensure elimination of the defects and deficiencies in the shortest possible time.
- 2.6. Inform the Tenants in advance about any serious steps of the Lessee, the consequences of which may directly concern Tenants.

## **V. Apartment/Room Access & Inspection**

1. Authorized staff of BA have the right to enter apartments and rooms without consent of the Tenant, with a prior announcement.
2. The Lessee is obliged to announce any maintenance or other works in BA, which are of a larger scale on the notice board at least 3 days in advance.
3. Hygienic or similar measures arising from legal regulations shall be communicated or published to the Tenants on the notice board in BA at least 3 days in advance. Such notice shall also include exact times of entering into individual premises. The Lessee is exempted from the obligation to inform on such activity in advance only in special cases.
4. The announcement before entering the apartments and rooms and the presence of the Tenant are not necessary especially in the following cases:
  - 4.1 Accidents, imminent threat of injury or property harm or averting another serious danger.
  - 4.2 For the purpose of assessing defects, performing repairs, cleaning or maintenance of equipment the authorized personnel or employees of subcontractors (cleaning, repairs etc.) have the right to enter the premises.
  - 4.3 Performance of repairs requested by the Tenant or elimination of damages reported by the Tenant or identified otherwise.
  - 4.4 Performance of cleaning requested by the Tenant.
  - 4.5 Monitoring of fulfillment of duties set out herein if there is a reasonably assumed violation.
  - 4.6 For the purpose of identifying persons staying in the premises of BA.

## **VI. Rights & Obligations of the Tenant**

1. The Tenant has the right to:

1.1 Use the premises, which have been allocated to his/her accommodation, the common premises of BA and the equipment in the manner, for which they are intended, and use the related services.

1.2 Get a basic equipment of the room, in the extent of the inventory list.

1.3 Get the keys to the entrance of BA and the relevant room and apartment keys.

1.4 Receive visits in accordance with article II. hereof.

1.5 Submit proposals and comments on all issues regarding living in BA to the Sub-lessor.

1.6 In case the Tenant is accommodated in a double bed room and a roommate moves out from the room, the Tenant has the right, based on the offer made by the Lessee, to choose whether (i) he/she will be accommodated in another room and/or also apartment, or (ii) he/she stays at the relevant double bed room and will pay twice the price for accommodation agreed in the Sublease Agreement until another roommate is accommodated in the relevant room. The right of the Lessee to decide at any time and unilaterally on change of the room and apartment within the BA, in which the Tenant is accommodated, is hereby not affected.

2. The Tenant is particularly obliged to:

2.1 Observe these House Rules and operating rules of BA and become acquainted with fire prevention and safety regulations.

2.2 Pay duly the price for accommodation and related services.

2.3 Move at the determined or agreed time to the agreed room in BA.

2.4 Present the ID card when moving to BA to the employee of the Lessee as well as at any time when requested so by such employee.

2.5 Inform the Lessee about any changes in his/her personal data and banking details, as well as about any facts influencing the fulfillment of the Sublease Agreement without undue delay.

2.6 Observe the instructions of the BA staff.

2.7 Observe the night-time peace and adhere to the principles of civil coexistence. Refrain from such behavior, which would limit the proper use of and living of the other tenants in BA.

2.8 Maintain order and cleanliness in the rooms, apartments and common areas of BA. The Tenant is obliged to perform routine cleaning in his/her room/apartment or order such cleaning for a fee at BA Reception. In particular, the Tenant is especially required to:

2.8.1 Take out the garbage to the containers designated for this purpose

2.8.2 Ventilate regularly and properly the rooms

2.8.3 Carry out basic cleaning in the bathrooms, showers and toilets, to maintain cleanliness and hygiene

2.8.4 Wash and disinfect the toilet bowl, wash-basin, clean the shower and/or bathtub

2.8.5 Clean up thoroughly the kitchen after each use, especially the kitchen counter and electrical appliances

- 2.8.6 Wash the surfaces of cabinets, tables, shelves and other furniture
- 2.8.7 Wash the floors thorough the room and apartment
- 2.8.8 Defrost the refrigerator and wash it properly inside and outside etc.

2.9 Properly handle and not to damage the equipment of BA. For hygienic reasons, not to use uncoated bed linens, pillows or mattresses.

2.10 Save energy and water according to Article IX., Par. 5 hereof.

2.11 Observe any legal, safety, fire prevention, hygienic and other regulations related to accommodation in all premises of BA and pay damages arisen from violation of such regulations. Violation of such regulations shall be considered as a gross violation hereof and may be a reason for termination of the Sublease Agreement.

2.12 Not to perform any changes in the premises (moving the furniture or equipment in the common areas, interfering with the wiring and other distributions etc.) without previous written consent of the Lessee.

2.13 Not to damage or illegally manipulate with the fire extinguishers and hydrants. Misuse or theft of a fire extinguisher may constitute a crime.

2.14 Not to throw any objects, which could clog downspouts of wastewater, into toilets. If in case of damage or defect the actual person who caused the damage is unknown, any costs for the necessary repair shall be borne jointly and severally by those tenants, who have access to relevant installations in rooms or apartments.

2.15 Report promptly at BA Reception all defects, deficiencies or necessary repairs identified in the rooms or apartments as well as in common areas of BA, which limit the tenants in full use of the premises or endanger security, health or property of the tenants or the Sub-lessor. The Lessee is obliged to make an entry in the book of defects and ensure their elimination without undue delay.

2.16 Undergo sanitary and hygienic measures if necessary under special circumstances. To interrupt accommodation in BA in case of a serious infectious disease.

2.17 Respect the strict smoking ban in all indoor areas of BA.

2.18 Respect the ban of having and keeping domestic pets.

2.19 Respect the ban to lean over the balcony railings and to climb over or move through the balcony railings.

2.20 Respect the prohibition on bringing and possession of weapons, explosives, drugs and psychotropic substances. The Tenants are prohibited from holding, distributing or using of narcotics or from excessive consuming alcohol in the premises of BA.

2.21 Enable the Lessee to enter the room and apartment according to article V. hereof.

2.22 Pay a fee for spare opening of the room and/or apartment and/or for making new keys and chip.

2.23 Refrain from indicating the address of BA as an address of business of the Tenant without a prior written consent of the Sub-lessor.

2.24 The Tenant is not entitled to leave his/her accommodation premises for use to a third person.

2.25 By the date of termination of housing – to restore the room into the original state, hand over the leased equipment, return keys and chips, sign the hand-over protocol and check out from the evidence at Reception of BA. The Tenant will inform Reception of BA about the date and time of moving out at least 48 hours in advance.

2.26 At the end of housing the Tenant is responsible for any wear and tear that exceeds the usual extent (pollution and damage of the paintings, flooring, furniture and other facilities and equipment of the room). The Tenant is further responsible for any other caused damages; the restoration shall be done at the expense of the Tenant.

## **VII. Domestic Pets**

Having and keeping any domestic pets and animals in BA is strictly forbidden.

## **VIII. Smoking in BA premises**

Smoking in all indoor premises of BA is strictly forbidden.

## **IX. Use of Electrical Appliances & Energy Saving**

1. The Tenant may, without a previous notification to the Sublessor, use the following own electrical appliances:

- 1.1 Appliances for the personal hygiene, such as a shaver, hair curler, hair straightener, hairdryer etc.
- 1.2 PC-notebook with accessories, radio, TV, mobile phone, kettle.

2. Use of other appliances is allowed only with an express prior written consent of the Lessee. It is strictly forbidden to use own heating appliances.

3. The Tenant is obliged to ensure a proper technical condition and a proper way of use of all appliances used by him/her in accordance with the instructions of the producer, valid legal regulations and technical norms.

4. The Tenant is obliged to compensate a damage caused to the Lessee by improper use of the electrical appliances provided by the Lessee as well as by the Tenant's appliances.

5. The Tenant is obliged to save the electric and heat energy, the warm and cold water and to close all the windows, switch off all lights and electrical appliances and close all water taps before leaving the room/apartment, especially before leaving BA.

6. In case of a temporary water, electric energy, heat, Internet etc. outage from side of the suppliers, or an outage as a consequence of breakdown or vis maior, the Tenant does not have any rights for any discounts or compensations.

## **X. Termination of Sublease**

1. Conditions of termination of the Sublease Agreement are particularly set out in the Sublease Agreement.
2. In case the Tenant does not move out after termination of the Sublease Agreement within the period stated in the Sublease Agreement, the Tenant may be moved out by the Lessee even in the absence and at the expense of the Tenant. The belongings of the Tenant shall be stored by the Lessee at the expense of the Tenant. Should the Tenant not take over his/her belongings from Lessee within the period of 6 months since the end of sublease, the Lessee shall have the right, without further, to sell this belongings, destroy it or throw it out.

## **XI. Liability for Damages**

1. The Tenant is obliged, each time even when leaving a room/apartment for a short time if there is not any other roommate, to close and secure the windows and balcony doors, lock the room and apartment and not to leave the key in the lock.
2. The Lessee is responsible for damages caused to Tenants during their stay in BA, to the extent and under conditions set by these House Rules, the Civil Code, the Apartment Manual and other valid legal regulations and provided that the Tenant has observed all aforesaid prevention duties.
3. The damages shall be claimed by the Tenant at the Lessee without undue delay from becoming aware of the damage, otherwise the right ceases to exist. The Tenant is further obliged to prove that the claimed things such as money or other valuables were properly stored, that all other instructions for their security were met and other facts, which prove that the loss or damage actually occurred.

## **XII. Protection of Public Order & Cleanliness in Outdoor Areas of BA**

1. In outdoor areas of BA it is particularly prohibited to:
  - 1.1 Throw away cigarette butts, packaging, papers, bottles, food leftovers and other waste outside the collection containers.
  - 1.2 Put up offers, advertisements, posters and other prints outside places determined for these purposes. Placing advertisements and eye-catchers is only allowed with a previous written consent of the Sub-lessor.
  - 1.3 Damage plaster of the buildings and other places by inscriptions, painting and scratching.
  - 1.4 Damage common beneficiary facilities, notice boards, decorations etc. It is strictly forbidden to throw cigarette butts and burning matches into dustbins and other waste collection containers.
  - 1.5 Set fire or to grill.
2. Entrances and outdoor areas of BA are monitored by CCTV.

## **XIII. Contractual Penalties, Damages**

1. Should the tenant be in delay with any payments related to accommodation in BA, including payment for services provided by the Accommodation provider, payment of damages etc., the tenant is obliged to pay the contractual penalty for delay in the amount of CZK 500 for each commenced day of delay.

2. In case of any damage caused in the apartment or in the room, where the actual person who caused the damage is unknown, the tenants being accommodated in the relevant apartment or room shall be liable for such damage and shall bear the costs for elimination of such damage jointly and severally.

3. For case of breach the obligations set out in the Accommodation Agreement or herein and for case of causing damage in the premises or on the equipment of BA, the Accommodation Provider sets the amounts of the contractual penalties and the minimum amounts of compensations for the caused damages in the **List of Penalties and Damages**, which forms an appendix hereto. The amounts set in this list are the minimum amounts of compensation in individual cases. The Lessee is always entitled, in case the amount of actually incurred costs and damages is higher than amounts set out in the list, to claim compensation in the amount of actually incurred costs and damages.

4. The Tenant is obliged to pay the contractual penalty or compensation upon a written notification from the Lessee, which will include description of the reason leading to calculation of the contractual penalty or compensation. The Tenant is obliged to pay the penalty or compensation within 10 days from receipt of the call, either by payment to the account of the Lessee or in cash at Reception of BA.

#### **XIV. Final Provisions**

1. The Tenant/Sublessee has a statutory right to alternative dispute settlement regarding disputes, which may arise herefrom, pursuant to Act no. 634/1992 Coll., Consumer Protection Act, as amended. This dispute may be heard by the Czech Trade Inspection. More detailed information may be found on the website [www.coi.cz](http://www.coi.cz).

2. The alternative dispute settlement procedure may be commenced by consumer's petition in a case, when the dispute was not settled directly with the Lessee. The petition may be submitted within one year from bringing up the claim in question to the Lessee for the first time.

3. These House Rules come into force on January 1, 2017.